

**COVER SHEET FOR FILING CIVIL ACTIONS**  
 COMMONWEALTH OF VIRGINIA

 Case No. CL24001993-00  
 (CLERK'S OFFICE USE ONLY)

Arlington

Circuit Court

Arlington Catholic herald, INC

v./In re:

OGDEN Newspapers of Maryland, LLC

PLAINTIFF(S)

DEFENDANT(S)

JUL 08 2024

I, the undersigned ☒ plaintiff ☐ defendant ☐ attorney for ☐ plaintiff ☐ defendant hereby notify the Clerk of Court that I am filing the following civil action. (Please indicate by checking box that most closely identifies the claim being asserted or relief sought.)

**GENERAL CIVIL****Subsequent Actions**

- ☐ Claim Impleading Third Party Defendant  
☐ Monetary Damages  
☐ No Monetary Damages  
☐ Counterclaim  
☐ Monetary Damages  
☐ No Monetary Damages  
☐ Cross Claim  
☐ Interpleader  
☐ Reinstatement (other than divorce or driving privileges)  
☐ Removal of Case to Federal Court

**Business & Contract**

- ☐ Attachment  
☐ Confessed Judgment  
☒ Contract Action  
☐ Contract Specific Performance  
☐ Detinue  
☐ Garnishment

**Property**

- ☐ Annexation  
☐ Condemnation  
☐ Ejectment  
☐ Encumber/Sell Real Estate  
☐ Enforce Vendor's Lien  
☐ Escheatment  
☐ Establish Boundaries  
☐ Landlord/Tenant  
☐ Unlawful Detainer  
☐ Mechanics Lien  
☐ Partition  
☐ Quiet Title  
☐ Termination of Mineral Rights

**Tort**

- ☐ Asbestos Litigation  
☐ Compromise Settlement  
☐ Intentional Tort  
☐ Medical Malpractice  
☐ Motor Vehicle Tort  
☐ Product Liability  
☐ Wrongful Death  
☐ Other General Tort Liability

**ADMINISTRATIVE LAW**

- ☐ Appeal/Judicial Review of Decision of (select one)  
☐ ABC Board  
☐ Board of Zoning  
☐ Compensation Board  
☐ DMV License Suspension  
☐ Employee Grievance Decision  
☐ Employment Commission  
☐ Local Government  
☐ Marine Resources Commission  
☐ School Board  
☐ Voter Registration  
☐ Other Administrative Appeal

**DOMESTIC/FAMILY**

- ☐ Adoption  
☐ Adoption - Foreign  
☐ Adult Protection  
☐ Annulment  
☐ Annulment - Counterclaim/Responsive Pleading  
☐ Child Abuse and Neglect - Unfounded Complaint  
☐ Civil Contempt  
☐ Divorce (select one)  
☐ Complaint - Contested\*  
☐ Complaint - Uncontested\*  
☐ Counterclaim/Responsive Pleading  
☐ Reinstatement - Custody/Visitation/Support/Equitable Distribution  
☐ Separate Maintenance  
☐ Separate Maintenance Counterclaim

**WRITS**

- ☐ Certiorari  
☐ Habeas Corpus  
☐ Mandamus  
☐ Prohibition  
☐ Quo Warranto

**PROBATE/WILLS AND TRUSTS**

- ☐ Accounting  
☐ Aid and Guidance  
☐ Appointment (select one)  
☐ Guardian/Conservator  
☐ Standby Guardian/Conservator  
☐ Custodian/Successor Custodian (UTMA)  
☐ Trust (select one)  
☐ Impress/Declare/Create  
☐ Reformation  
☐ Will (select one)  
☐ Construe  
☐ Contested

**MISCELLANEOUS**

- ☐ Amend Birth/Death Certificate  
☐ Appointment (select one)  
☐ Church Trustee  
☐ Conservator of Peace  
☐ Marriage Celebrant  
☐ Approval of Transfer of Structured Settlement  
☐ Bond Forfeiture Appeal  
☐ Declaratory Judgment  
☐ Declare Death  
☐ Driving Privileges (select one)  
☐ Reinstatement pursuant to § 46.2-427  
☐ Restoration - Habitual Offender or 3<sup>rd</sup> Offense  
☐ Expungement  
☐ Firearms Rights - Restoration  
☐ Forfeiture of Property or Money  
☐ Freedom of Information  
☐ Injunction  
☐ Interdiction  
☐ Interrogatory  
☐ Judgment Lien-Bill to Enforce  
☐ Law Enforcement/Public Official Petition  
☐ Name Change  
☐ Referendum Elections  
☐ Sever Order  
☐ Taxes (select one)  
☐ Correct Erroneous State/Local  
☐ Delinquent  
☐ Vehicle Confiscation  
☐ Voting Rights - Restoration  
☐ Other (please specify)

JUL 26 PM 2:16

RECEIVED

☒ Damages in the amount of \$ 153,331.26 are claimed.

DATE

☐ PLAINTIFF☐ DEFENDANT☐ ATTORNEY FOR☐ PLAINTIFF☐ DEFENDANT

PRINT NAME

WAYNE F. CYRON ESQ. VSB 12220

ADDRESS/TELEPHONE NUMBER OF SIGNATOR

100 N. PITT ST. ALEXANDRIA, VA 22314

703-299-0600

W.CYRON@CYRONMILLER.COM

EMAIL ADDRESS OF SIGNATOR (OPTIONAL)

FORM CC-1416 (MASTER) PAGE ONE 02/23

\*"Contested" divorce means any of the following matters are in dispute: grounds of divorce, spousal support and maintenance, child custody and/or visitation, child support, property distribution or debt allocation. An "Uncontested" divorce is filed on no fault grounds and none of the above issues are in dispute.

**Civil Action Type Codes  
(Clerk's Office Use Only)**

Accounting .....	ACCT	Ejectment .....	EJET
Adoption .....	ADOP	Encumber/Sell Real Estate .....	RE
Adoption – Foreign .....	FORA	Enforce Vendor's Lien .....	VEND
Adult Protection .....	PROT	Escheatment .....	ESC
Aid and Guidance .....	AID	Establish Boundaries .....	ESTB
Amend Birth/Death Certificate .....	AVR	Expungement .....	XPUN
Annexation .....	ANEX	Forfeiture of Property or Money .....	FORF
Annulment .....	ANUL	Freedom of Information .....	FOI
Annulment – Counterclaim/Responsive Pleading .....	ACRP	Garnishment .....	GARN
Appeal/Judicial Review		Injunction .....	INJ
ABC Board .....	ABC	Intentional Tort .....	ITOR
Board of Zoning .....	ZONE	Interdiction .....	INTD
Compensation Board .....	ACOM	Interpleader .....	INTP
DMV License Suspension .....	JR	Interrogatory .....	INTR
Employment Commission .....	EMP	Judgment Lien – Bill to Enforce .....	LIEN
Employment Grievance Decision .....	GRV	Landlord/Tenant .....	LT
Local Government .....	GOVT	Law Enforcement/Public Official Petition .....	LEP
Marine Resources .....	MAR	Mechanics Lien .....	MECH
School Board .....	JR	Medical Malpractice .....	MED
Voter Registration .....	AVOT	Motor Vehicle Tort .....	MV
Other Administrative Appeal .....	AAPL	Name Change .....	NC
Appointment		Other General Tort Liability .....	GTOR
Conservator of Peace .....	COP	Partition .....	PART
Church Trustee .....	AOCT	Permit, Unconstitutional Grant/Denial by Locality LUC	
Custodian/Successor Custodian (UTMA) .....	UTMA	Petition – (Miscellaneous) .....	PET
Guardian/Conservator .....	APPT	Product Liability .....	PROD
Marriage Celebrant .....	ROMC	Quiet Title .....	QT
Approval of Transfer of Structured Settlement .....	SS	Referendum Elections .....	ELEC
Asbestos Litigation .....	AL	Reinstatement (Other than divorce or driving	
Attachment .....	ATT	privileges) .....	REIN
Bond Forfeiture Appeal .....	BFA	Removal of Case to Federal Court .....	REM
Child Abuse and Neglect – Unfounded Complaint .....	CAN	Restore Firearms Rights – Felony .....	RFRF
Civil Contempt .....	CCON	Restore Firearms Rights – Review .....	RFRR
Claim Impleading Third Party Defendant –		Separate Maintenance .....	SEP
Monetary Damages/No Monetary Damages .....	CTP	Separate Maintenance – Counterclaim/Responsive	
Complaint – (Miscellaneous) .....	COM	Pleading .....	SCRIP
Compromise Settlement .....	COMP	Sever Order .....	SEVR
Condemnation .....	COND	Sex Change .....	COS
Confessed Judgment .....	CJ	Taxes	
Contract Action .....	CNTR	Correct Erroneous State/Local .....	CTAX
Contract Specific Performance .....	PERF	Delinquent .....	DTAX
Counterclaim – Monetary Damages/No Monetary		Termination of Mineral Rights .....	MIN
Damages .....	CC	Trust – Impress/Declare/Create .....	TRST
Cross Claim .....	CROS	Trust – Reformation .....	REFT
Declaratory Judgment .....	DECL	Uniform Foreign Country Money Judgments .....	RFCJ
Declare Death .....	DDTH	Unlawful Detainer .....	UD
Detinue .....	DET	Vehicle Confiscation .....	VEH
Divorce		Violation – Election Law .....	VEL
Complaint – Contested/Uncontested .....	DIV	Voting Rights – Restoration .....	VOTE
Counterclaim/Responsive Pleading .....	DCRP	Will Construction .....	CNST
Reinstatement – Custody/Visitation/Support/		Will Contested .....	WILL
Equitable Distribution .....	CVS	Writs	
Driving Privileges		Certiorari .....	WC
Reinstatement pursuant to § 46.2-427 .....	DRIV	Habeas Corpus .....	WHC
Restoration – 3 <sup>rd</sup> Offense .....	REST	Mandamus .....	WM
		Prohibition .....	WP
		Quo Warranto .....	WQW
		Wrongful Death .....	WD

VIRGINIA:

IN THE CIRCUIT COURT OF ARLINGTON COUNTY

ARLINGTON CATHOLIC HERALD , INC. :  
A Non-Stock Corporation :

200 N Glebe Rd, STE 600 :  
Arlington, VA, 22203-3797 :

Plaintiff, :

v. : Case No:

OGDEN NEWSPAPERS OF MARYLAND, LLC: :  
A Limited Liability Company :

351 Ballenger Center Dr., :  
Frederick, MD 21703-0000 :

SERVE: :

Cameron N. Williams, :  
Registered Agent :  
2900 Franklin Road, :  
Arlington, VA 22201-0000 :  
:

Defendant.

COMPLAINT

COMES NOW the Plaintiff, ARLINGTON CATHOLIC HERALD, INC. (hereinafter referred to as THE HERALD), by counsel, and moves this Honorable Court for judgment against the Defendant, OGDEN NEWSPAPERS OF MARYLAND, LLC, t/a The Frederick News Post FNP Printing & Publishing (hereinafter referred to as FNP), on the grounds and in the amount as set forth below:

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2024 JUN 26 PM 2:16  
CLERK OF COURT  
JULIA M. HARRIS

COUNT I

BREACH OF CONTRACT

1. The Plaintiff, ARLINGTON CATHOLIC HERALD , INC., is A Non-Stock Corporation authorized to do business in the Commonwealth of Virginia, and located in Arlington County, (THE HERALD).

2. The Defendant, OGDEN NEWSPAPERS OF MARYLAND, LLC, t/a The Frederick News Post FNP Printing & Publishing (hereinafter referred to as FNP) is an LLC in the State of Maryland authorized to do business in the Commonwealth of Virginia.

3. The parties entered into a contract under the terms of which FNP would perform printing and postage services for the publication of the HERALD's weekly newspaper, and other services as subsequently listed and summarized in a letter agreement dated June 8, 2023, a copy of which is attached hereto, marked as Exhibit No. 1, and expressly incorporated herein by reference.

4. That during the performance of the printing and postage agreement, FNP did a software update, the result of which was that FNP overcharged THE HERALD in the amount of \$153,331.26, as evidenced and admitted by FNP in a letter dated November 20,2023, attached hereto and marked as Exhibit No. 2 and incorporated herein by reference.

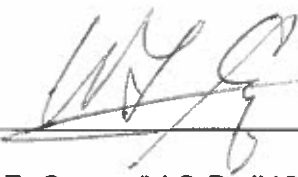
5. That a demand has been made to FNP to remit that amount to THE HERALD to no avail.

6. There are no legal or lawful offsets or counterclaims, and the Defendant is justly indebted to the Plaintiff in said amount together with interest, cost and attorney's fees.

7. That pursuant to the contract, THE HERALD is entitled to attorney's fees, costs and expenses and fees as stated in said contract, and/or which are fair and reasonable under the circumstances.

WHEREFORE, Plaintiff, ARLINGTON CATHOLIC HERALD, INC., by counsel, move this Honorable Court for judgment against the Defendant, OGDEN NEWSPAPERS OF MARYLAND, LLC, t/a The Frederick News Post FNP Printing & Publishing in the principal sum of One Hundred Fifty Three Thousand Three Hundred Thirty One and 26/100 Dollars (\$153,331.26), together with interest at the legal rate from May 31, 2023 until paid, reasonable attorney's fees and costs of this suit.

ARLINGTON CATHOLIC HERALD, INC.  
By Counsel

  
\_\_\_\_\_

Wayne F. Cyron (V.S.B. #12220)  
CYRON & MILLER LLP  
100 N. Pitt Street, Suite 200  
Alexandria, Virginia 22314-3134  
(703) 299-0600  
(703) 282-6100 Cell  
E-mail: wcyron@cyronmiller.com

Counsel for Plaintiffs ARLINGTON CATHOLIC HERALD , INC.



**VIRGINIA:**

**IN THE CIRCUIT COURT OF ARLINGTON COUNTY**

ARLINGTON CATHOLIC HERALD INC  
200 N Glebe Rd, STE 600  
Arlington, VA, 22203-3797

Plaintiff,

v.  
OGDEN NEWSPAPERS OF MARYLAND, LLC  
351 BALLENGER CENTER DR.  
Frederick, MD 21703-0000  
Defendant.

Case No. \_\_\_\_\_

**AFFIDAVIT**


**STATE OF VIRGINIA        }  
COUNTY OF ALEXANDRIA} to-wit:**

Personally appeared before me, the undersigned Notary Public, who being first duly sworn according to law, deposes and says that he is the ATTORNEY for the Plaintiff and authorized agent of the plaintiff and has personal knowledge of the facts hereinafter set forth; that , OGDEN NEWSPAPERS OF MARYLAND, LLC the said Defendants, are truly and justly indebted unto the Plaintiff in the amount of ONE HUNDRED FIFTY THREE THOUSAND THREE HUNDRED THIRTY ONE DOLLARS AND TWENTY SIX CENTS (\$153, 331.26) together with interest at the legal rate from the date of MAY, 31<sup>st</sup> 2023 until paid, and costs and reasonable attorney's fees, by virtue of Defendant's breach of Contract entered into between the parties as set forth and attached to the Complaint and

Exhibits. A demand having been made to no avail.

That the whole of said amount is now due and owing, and that the Plaintiff has a just right to recover the same from the said Defendant, exclusive of all set-offs and just grounds of defense, besides costs incident to this proceeding.

That to the best of his knowledge, information and belief, the Defendants are not in the active military service of the United States, as defined in the servicemembers Relief Act (2003) and the Defendants have not been in such service for anytime within the ninety (90) days preceding the date of this affidavit.

  
\_\_\_\_\_  
WAYNE F. CYRON AGENT for  
ARLINGTON CATHOLIC HERALD, INC

STATE OF VIRGINIA

}  
}  
}

To-wit:

CITY OF ALEXANDRIA

I, Ava S. Nichols, a Notary Public in and for the State and City aforesaid, do hereby certify that this day personally appeared before me in my said city, Wayne F. Cyron. Whose name is signed to the foregoing document, and acknowledged the same before me by due authority.

Given under my hand and seal this 26<sup>th</sup> day of June, 2024.

  
\_\_\_\_\_  
NOTARY PUBLIC

Notary Registration No. 720082



My Commission Expires: 12/31/2025



**The Frederick News-Post**  
**FNP Printing & Publishing**  
351 Ballenger Center Dr  
Frederick MD 20701  
production@newspost.com

Kevin Schweers  
The Arlington Catholic Herald  
200 N. Glebe Road  
Arlington, VA 22309  
703 841 2578  
kevin.schweers@catholicherald.com

**June 8, 2023 – VIA EMAIL**

Kevin,

We recently ran a 56-page publication for you, and we had no established pricing for that configuration. In calculating that, I also took the opportunity to review all your pricing in light of updated newsprint costs and so on, since it has been a year.

I am pleased to report that prices for most configurations are going down. In part, that's because of recent reductions in newsprint prices; it also reflects modifications to our pricing model that benefit you, especially at small page counts.

We have also revised delivery charges to reflect current rates. Fuel surcharges have been eliminated.

As a refresher on our pricing tables:

- We provide a price for a typical base quantity; and we also provide an EAM value, which stands for "each additional mille," or thousand, which we use to adjust pricing proportionally up or down if quantities vary from the base.
- For example, for the price of a run where the quantity is 100 copies above or below the base value below, we would add or subtract 1/10 of the EAM.
- The table below will be good for quantities from half to double the base.

Please do not hesitate to contact me if you need any more information.

Best regards,

A handwritten signature in black ink, appearing to read 'Georgie Wilson'. The signature is fluid and cursive, with a large initial 'G' and 'W'.

Georgie Wilson  
Publisher, The Frederick News-Post  
[gwilson@newspost.com](mailto:gwilson@newspost.com)  
240.215.8662





**JOB SPECIFICATIONS**

Newsprint	Standard 27.6# newsprint
Trim Size	10.5 x 14.5"
Image Area	9.5 x 13.5"
Bindery	Half fold
Color	Process all pages
Proofs	Electronic
Prepress	PDFX1-A files are strongly recommended. Files should be produced according to FNP Printing's Artwork Specifications using our supplied templates.
File deadline	2 p.m. Tuesdays
Publication delivery goal	Wednesdays

**PRINT PRICING**

Effective date: July 1, 2023

Product	Quantity	Price	EAM +/-
ACH; 12 pages on 27.6 lb paper	110,000	\$5,509	\$45.00
ACH; 16 pages on 27.6 lb paper	110,000	\$6,759	\$55.00
ACH; 20 pages on 27.6 lb paper	110,000	\$8,157	\$67.00
ACH; 24 pages on 27.6 lb paper	110,000	\$9,407	\$78.00
ACH; 28 pages on 27.6 lb paper	110,000	\$10,806	\$88.00
ACH; 32 pages on 27.6 lb paper	110,000	\$12,932	\$111.00
ACH; 40 pages on 27.6 lb paper	110,000	\$15,559	\$134.00
ACH; 48 pages on 27.6 lb paper	110,000	\$18,030	\$156.00
ACH; 56 pages on 27.6 lb paper	110,000	\$20,657	\$178.00
ACH; 64 pages on 27.6 lb paper	110,000	\$23,128	\$200.00

**ADDITIONAL SERVICES AND CHARGES**

Delivery	Standard postal run (two trucks): \$483.75 Office copy drop: \$123.75 Small Dulles-only run (one truck): \$258.75
Inserting	\$11.00 per thousand
Post-It application	\$50.00 set up fee plus \$4.50 per thousand (customer-supplied Post It/sticky notes)
Address inkjetting/mail	\$12.50 per thousand (excl purchase of mailing list)
UPS boxing	\$3.50 per box
Press stops	\$50.00
Plate changes	\$10.00 per plate, plus stop charge
Downtime	\$100 each 15 minutes of customer-caused or requested press production down-time, billed at the start of each 15-minute increment.
Plates	\$5 per additional plate required for customer changes. Quote includes plates for all 43 editions.



## FNP Printing and Publishing

A division of Ogden Newspapers of Maryland, LLC

### Terms and Conditions

Unless and to the extent otherwise specified in this Quotation expressly, the following terms and conditions shall apply to this Quotation and any contract resulting therefrom. Customer agrees to the following terms and conditions regarding work with FNP Printing and Publishing.

1. Charges for FNP Printing and Publishing's (Printer) work are set forth in the job estimate(s). Changes in quantities or specifications, including author's alterations, will be charged to Customer at Printer's prevailing rates at the time of service. Such additional work shall be supported with documentation upon request. Sales tax if applicable will be charged unless a valid Exemption Certificate is supplied prior to printing.
2. All prices quoted within this estimate are in effect for thirty (30) days from the date it bears, subject to Printer's approval of Customer's credit. Sales tax, if applicable, will be charged unless a valid Exemption Certificate is supplied prior to printing. Newsprint prices will be adjusted no more than four times each year to reasonably reflect Producer Price Index (PPI) newsprint prices reported by the St. Louis Federal Reserve (Fred). Transportation Fuel Surcharges may be levied based on actual cost of gasoline prices as charged by third-party shipper. On an annual basis, Printer may adjust the pricing model taking into account all costs of production, with such adjustments reasonably reflecting the CPI-U and printing industry PPI trends reported by Fred.
3. Cancellations made at Customer's request after work has been started are subject to charges for material and labor at regular hourly rates for work already performed.
4. In the absence of an approved revolving credit account, Customer agrees to provide payment in full before work is started. For customers with a revolving credit account, payment is due within one month (30 days) of the completed work. Customer will notify Printer immediately of any disputed work and will not withhold payment for disputed work without prior agreement from a duly authorized Printer executive. Customer will not delay payment for any undisputed job or portion of a completed job. A service charge of 1.5% per month will be added to all past-due balances and Customer agrees to pay such charges.
5. In advance of the mailing date for the publication to be mailed, Customer will deposit in the appropriate U.S. Postal Service/Fed-Ex/UPS account sufficient funds to cover all mailing costs. Customer shall be responsible for complying with all USPS/Fed-Ex/UPS requirements. In cases where Printer pays postage/delivery costs for the Customer on a cost-plus basis, Printer may add a fifteen percent (15%) charge. Printer shall not be liable to Customer for any damages or claims because of USPS/Fed-Ex/UPS rejection of mail/packages.
6. Unless otherwise specified, the price quoted is for a single shipment, without storage, Freight on Board (F.O.B.) Printer's dock. If quotation is based on delivery with a regular Printer truck in your area, delivery on any day, or at any time, other than the original mutually agreed upon date and time may be subject to extra charges.
7. Customer shall enter into a mutually agreeable production schedule and agrees to abide by schedule deadlines. Customer's delay in furnishing and/or returning promptly all materials according to the production schedule (including any proofs) may result in an extension of scheduled delivery date and/or additional charges to Customer.
8. Printer shall not be liable for errors or subsequent correction costs for errors due to Customer's failure to order proofs or to correct errors shown on proofs in accordance with the production schedule.
9. It is the customer's responsibility to supply properly formatted and pre-flighted electronic files. Printer staff may advise/assist customers on file specifications and requirements, but this does not waive this responsibility. All fonts supplied must be properly licensed. Additional charges may be imposed for incomplete or corrupted electronic files.
10. Customer warrants that any electronic files and material it furnishes for reproduction does not infringe upon any copyright, trademark, trade name, or any other proprietary right, is not libelous and does not otherwise violate any law. Customer agrees to indemnify and hold Printer harmless against all claims, damages and expenses, including attorneys' fees that Printer may incur as the result of claims of such violation or alleged violation.
11. Printer warrants that all work shall be produced according to commercially acceptable quality standards of the printing industry, but no other express or implied warranty is made, particularly in regard to differences in equipment, paper, inks and other conditions between the color proofing and pressroom operations. A reasonable variation in color between proofs and the completed job and a reasonable variation on press may exist.
12. Customer shall bear all risk of loss to finished Work upon delivery of the Work by Printer or its common or contract carrier or to the U.S. Postal Service.
13. Printer reserves the right to charge for extended storage of Customer's materials, furnished inserts or printed matter. Customer agrees to hold Printer harmless for any damage to or loss of Customer's materials, furnished inserts or printed matter stored by Printer.
14. Printer shall not be liable for any delay or failure to perform hereunder if such delay or failure arises out of causes beyond its control, such as riots, strikes, forces majeure, governmental acts and regulations, inability to obtain materials or energy, failure of transportation, unforeseen equipment breakdown or delays of suppliers or carriers.
15. Customer's sole and exclusive remedy for Printer's errors shall be a credit, correction or reprint for the non-conforming portion of the work. In no event will Printer be liable for special, indirect or consequential damages, including Customer's loss of advertising revenue.
16. If any amount due Printer from Customer remains unpaid at the due date, Printer may demand immediate payment for all obligations of the Customer, suspend further work, and change credit terms for any future work until overdue amounts are paid in full. Suspension of work by Printer shall not in any way negate Printer's claim of action against Customer.
17. Changes to the preceding conditions will only be honored if agreed to in writing by a duly authorized representative of Printer.

Accepted by: Kevin Schweers

Title:  Date: 

# The Frederick News-Post

304.685.0047

MKutrovac@ogdennews.com

November 20, 2023

**VIA EMAIL AND U.S. MAIL:**

**Lorraine Coleman**

lorraine.coleman@usps.gov

**Re: Arlington Catholic Herald Refund**

Ms. Coleman:

I am contacting you on behalf of Ogden Newspapers of Maryland, LLC, d/b/a *The Frederick News-Post* ("FNP"). As you may or may not be aware, FNP is a close partner and friend of the *Arlington Catholic Herald* ("ACH"), which recently requested relief from the United States Postal Service ("USPS") due to erroneous charges in the total amount of **\$153,331.26**. FNP is extremely disheartened to learn that ACH's request for a refund or, more aptly, a credit to its account by USPS, was denied. FNP is likewise disappointed to learn that ACH's appeal similarly was denied. For the reasons stated fully below, we request that USPS correct its error, and either fully refund the charges that were erroneously levied against ACH or, at a minimum, credit the same to ACH's account.

In January of 2023, postage costs greatly increased for ACH's publication, which is printed by FNP. FNP also prepares ACH's postage statements and delivers ACH's publication to a USPS facility for shipment to over forty thousand (40,000) local subscribers in and around Frederick, Maryland. All publications are delivered by FNP to the USPS facility most convenient for USPS (as requested by USPS). At the time of the first invoice, ACH believed the cost increase was related to scheduled cost increases by USPS. Ultimately, this was not the case.

Due to an unknown internal failure of software utilized by FNP and USPS or, perhaps due to a software update, ACH was erroneously billed for postage at a 70% to 90% cost increase per issue compared to 2022 and any year prior. The software error applied postage to the publications at rates for national distribution that would have required far more of USPS's resources, while the publications were (and always have been) distributed locally in and around Fairfax and Dulles counties, Virginia. Because of the method in which ACH pays its invoices through the Catholic Diocese of Arlington, this error was not discoverable for several months. However, the issue should have been identified and rectified immediately by USPS.

As a consequence of FNP's and USPS's error, postage charges for eleven (11) issues of ACH's publication were erroneously billed at a significant mark-up, despite the fact that the nature and speed of delivery through USPS remained the same. The following issues of were impacted:



1. January 12, 2023 (mailed Jan. 11)
2. January 26, 2023 (mailed Jan. 25)
3. February 9, 2023 (mailed Feb. 8)
4. February 23, 2023 (mailed Feb. 22)
5. March 9, 2023 (mailed Mar. 8)
6. March 23, 2023 (mailed Mar. 22)
7. April 7, 2023 (mailed Apr. 6)
8. April 21, 2023 (mailed Apr. 20)
9. May 4, 2023 (mailed May 3)
10. May 18, 2023 (mailed May 17)
11. June 1, 2023 (mailed May 31)

To help facilitate its request for reimbursement and/or credit, in July of 2023, ACH delivered copies of the original, uncorrected postage statements for each issue, copies of the corrected postage statements for each issue, and the qualification report for each issue to USPS BMEU Dulles. Despite this evidence, ACH was denied relief. Here is a chart listing the specific damages ACH suffered due to FNP's and USPS's error:

	ACTUAL CHARGES	CORRECTED (Merrifield)	DIFFERENCE (amount to be credited)
01/11/23	\$31,703.27	\$19,366.06	\$12,337.21
01/25/23	\$37,788.73	\$24,333.79	\$13,454.94
02/08/23	\$36,014.30	\$21,744.56	\$14,269.74
02/22/23	\$36,207.61	\$22,364.69	\$13,842.92
03/08/23	\$36,129.54	\$21,898.21	\$14,231.33
03/22/23	\$35,647.12	\$21,526.69	\$14,120.43
04/05/23	\$34,944.30	\$20,874.26	\$14,070.04
04/19/23	\$37,320.74	\$22,006.35	\$15,314.39
05/03/23	\$34,083.34	\$19,887.65	\$14,195.69
05/17/23	\$38,610.71	\$24,990.34	\$13,620.37
05/31/23	\$33,860.00	\$19,985.80	\$13,874.20
<b>TOTAL</b>	<b>\$392,309.66</b>	<b>\$238,978.40</b>	<b>\$153,331.26</b>

As you can see, ACH suffered a considerable cost because of this error. This amount, **\$153,331.26**, is an amount for which USPS is benefitting without paying for its value or by providing any additional service. While the rates were excessively higher, the job performed by USPS remained the same. Under Virginia law, this could be construed as actionable unjust enrichment. In Virginia, a party has been unjustly enriched when: (1) a second party confers a benefit on another; (2) the benefiting party knew of the benefit or should have reasonably expected to repay the aggrieved party; and (3) the benefiting party accepted or retained the benefit without paying for its value.

Here, ACH clearly conferred a benefit upon USPS through no fault of its own. Further, USPS should have been aware of a benefit of \$153,331.26 considering these costs are 70% to 90% higher than the scheduled price increase for 2023, and significantly higher than anything USPS received from ACH in the forty-seven (47) years ACH's publication has been in print. Finally,

USPS has accepted this benefit without paying for its value given that USPS has twice refused to make ACH whole in the past two months since ACH brought this issue to USPS's attention.

It is not the desire of ACH, nor FNP, to bring legal action against USPS for unjust enrichment, despite this matter being well within the three (3) year statute of limitations in Virginia. However, if not made whole, ACH will have no choice but to pursue every possible avenue to recoup its damages, and FNP will fully support its partner and friend in the same. Therefore, we request that USPS re-consider its denial of ACH's reasonable request for a refund or credit to its account for FNP's and USPS's \$153,331.26 error.

The Frederick News-Post, and the Arlington Catholic Herald thank you for your timely attention to this matter.

Best wishes,

A handwritten signature in black ink, appearing to read 'Mera L. Kutrovac', with a stylized, cursive script.

Mera L. Kutrovac  
General Counsel

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